

## LEGAL NOTICE

### 1. WEBSITE OWNERSHIP

VIDEONA SOCIALMEDIA S.L. (hereinafter, Videona) is the holder of the mobile app web (hereinafter, App) and the web pages [www.videona.es](http://www.videona.es) and [www.videona.com](http://www.videona.com) (hereinafter, the Web Site and jointly referred as the Platform). Its registered office address is c/ María Blanchard, 2 – portal 7, bajo D, 28232, Las Rozas de Madrid, Madrid (Spain) and its tax number is B87047171.

You may contact Videona at the following contact details:

Telf. +34 91 449 64 81

Email: [info@videona.com](mailto:info@videona.com)

The domain(s) name(s) through which you have accessed the Web Site or the App is (are) held by Videona. Such domain(s) name(s) shall not be used in connection with other contents, products and/or services not owned by Videona nor in any way that may cause confusion among end users or discredit Videona.

### 2. OBJECT

This Legal Notice contains all the terms and conditions which regulate the access, navigation and use of the Platform and its content. Notwithstanding anything herein, the foregoing is without prejudice to the fact that Videona may establish particular terms and conditions which regulate the use, provision and/or contracting of products or services which are offered to Users through the Platform.

If the use, the provision and/or the contracting of products or services is offered through the Platform, the mere fact of being used and/or requested by the User will imply, equally, the acceptance without reservation of the corresponding established specific conditions which will also form an integral part of this Legal Notice.

Videona reserves the right to exclusively offer certain products or services to the registered Users, subject to the acceptance of the particular conditions that may apply.

Videona reserves the right to modify, terminate, discontinue, suspend or interrupt, temporarily or permanently, at any time and without notice, the access to the products, services and/or contents of the Platform, as well as to its configuration, without the User's right to claim or request damages of any kind; specifically, the above may be carried out as a result of business decisions, maintenance and fixing operations, update, upgrade and/or adjusting processes to technical, operational and/or legal changes. Upon such termination, the prohibitions, restrictions and limitations herein contained and/or contained in any applicable particular terms and conditions will remain valid.

### 3. WEBSITE USE AND ACCESS

Any of the following acts implies the acceptance by the User without reservation of each and all the rules stated in this Legal Notice: (i) downloading the App, (ii) accessing the Platform and/or using its content, (iii) filling out forms through the Platform, (iv) sending requests for information or complaints, (v) contracting offers and (vi) in general, all acts of

a similar nature to (specially with they are carried out through the Platform). You must therefore read and understand the content of this Legal Notice.

Unless otherwise stated in this Legal Notice or in any particular terms and conditions, the access and use of the Platform by Users is free of charge. However, Videona reserves the right, in its sole discretion, to request any economic consideration for the access and the use of the products or services provided through the Platform. Should this occur, Videona shall provide Users with the applicable particular terms and conditions and the relevant notice, so that Users may be able to voluntarily terminate the access and/or use of those services that imply the payment of the said economic consideration. Once the applicable particular terms and conditions come into force, the access and/or use of the products or services by the User will imply the User's acceptance, without reservation, of the respective particular terms and conditions.

The use, the provision and/or the contracting of the products and services offered by Videona may be subject to the previous acceptance of formal requisites such as the filling out of corresponding forms, payment of costs and/or the previous acceptance of the specific terms and conditions which apply to it.

In every case, the access, the navigation and the use of the Platform and the use or the contracting of the services or products offered through the Platform is the sole and exclusive responsibility of the User. The User is therefore bound to diligently and faithfully observe any additional instructions given by Videona or by Videona's authorised employees in relation to the Platform and its contents' use.

The User is therefore bound to use the contents, products and services in a diligent, correct and lawful manner, complying with the current legislation. In particular, the User agrees to abstain from:

- (i) Using it in any manner which is against the law or that offends reasonable standards of general public morality, ethics or public order, or which is in any way contrary to the instructions of Videona.
- (ii) Using it in a way which harms the legitimate rights of third parties

#### **4. REGISTRATION**

If the User is obliged to register for using and/or contracting a product or service offered through the Platform, the User will be under an obligation to provide accurate information, guaranteeing the authenticity of all the data provided at the time of filling out the pre-established forms required to access the corresponding products or services. If, as a result of the User's registration, a password is issued, the User thereby is bound to use it diligently and to keep such password secret. Consequently, Users shall be responsible for the adequate custody and confidentiality of all identifying data and/or passwords which are given to them by Videona, and are bound to not allow or facilitate its use by third parties, temporarily or permanently, nor to provide access to others. The use and/or contracting of products or services by illegitimate third parties acquired due to a negligent use or misuse of a password given to a third party and/or the loss of the password by the User will be entirely the responsibility of the User.

Furthermore, it is the responsibility of the User to immediately notify Videona of any circumstances which may lead to the improper use of identifying data and/or passwords, such as theft, loss or non-authorized access, so that Videona can proceed with immediate cancellation. Until the circumstances are communicated to Videona, Videona will be exempt from any responsibility which could derive from the improper use of the identifying data or use or misuse of passwords by third parties.

## **5. RESPONSIBILITIES, WARRANTIES AND DISCLAIMERS**

The Platform may contain information, opinions, advice, warnings, and statements provided by different information and content sources as well as any User of the Platform. Videona shall have no liability for Users' decisions based on the information provided by or through the Platform. Any information posted on the Platform is intended for general purposes only. Videona does not represent or endorse the accuracy or reliability of any information or contents. Consequently, Videona does not warrant the timeliness, reliability, use or veracity of the information, sequence, accuracy or completeness of such information nor the results obtained from the given use of such information and shall have no liability to the User including in the event of defamatory, offensive or illicit materials, content or information.

Videona makes no representations and, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, related to the Platform. The Platform and any content, product and/or service contained therein is provided "as is". The User acknowledges and voluntarily agrees that the use of the information published and/or provided with regard to the Platform products or services is carried out at his/her own risk.

In detail, to the maximum extent permitted by law, Videona is not responsible and does not guarantee:

- (i) The adequacy of the Platform or the contents published on it to the law of your country of residence or from which you access or use the Platform.
- (ii) The continuity of the Platform's contents and/or the unavailability or accessibility of the Platform or its technical continuity.
- (iii) The existence of interruptions or errors in accessing the Platform, as well as technical problems during connexion via the Internet.
- (iv) The lack of errors in its contents, services or products.
- (v) The absence of viruses and/or other harmful elements in the Platform or server which hosts it.
- (vi) The lack of vulnerability of the Platform and/or the impregnability of the security measures adopted by the same.
- (vii) The reliability and/or fitness for a particular purpose of the Platform, the products or services provided and the information published with regard to the products or services.
- (viii) The lack of usability, profit or performance of the Platform's contents or services.
- (ix) The loss or damages caused to any User or third party as a result of a person breaching the conditions, terms of use or instructions given by Videona on the Platform or through the infringement of the Platform's security measures.
- (x) Any other damages of any nature which may be caused by reasons pertaining to the Platform not functioning or to the defective functioning of the Platform or any other website or with regard to any links which fail.

Notwithstanding the above, Videona declares that has adopted all reasonable measures, within its grasp and within the state of technology, in order to guarantee the Platform operation of and to avoid the existence and transmission of viruses and other damaging components which could potentially harm Users.

Videona has applied all reasonable measures to avoid errors in the contents published in the Platform. All contents offered through the Platform are updated and Videona reserves the right to modify them at any time. Videona will not be held responsible for the consequences which may derive from any errors in any contents published by third parties on the Platform and that Videona has not been informed of.

To the fullest extent permitted by law, Videona will not be responsible for profits lost, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. In any event, the total liability of Videona for any claims under these terms, including for any implied warranties, is limited to the amount paid, if any, by the User to use the Platform. In all cases, Videona will not be liable for any loss or damage that is not reasonably foreseeable.

## **6. PROHIBITIONS AND RESTRICTIONS**

Any communication or transmission of contents to the Platform which infringes the rights of third parties and/or the content that is threatening, obscene, defamatory, pornographic, xenophobic, which undermines personal dignity or the rights of minors or which is contrary to current legislation, or any conduct of the User which incites or constitutes a criminal offence, is totally prohibited.

Likewise, the inclusion and communication of contents by Users which i) are false or inaccurate or may induce error or mislead other Users or Videona's personnel, ii) infringe the intellectual property rights of third parties, iii) may undermine or harm the reputation or image of Videona, iv) may be considered as illegal, misleading or unfair advertising, or contain viruses or any other electronic element which may harm or hinder the functioning of the Platform, the internet, IT equipment belonging to Videona or to third parties or access to the Platform by other Users, is totally prohibited.

If the User infringes the above prohibitions/restrictions or Videona has reasonable grounds to suspect that a User has infringed any of the same, Videona reserves the right to suspend or terminate the User's account and to refuse any and all current or future use of the products, services and/or the Platform (or any portion thereof).

For further information see [Videona Guidelines](#).

## **7. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in and to all contents within the Platform are reserved and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way the totality or part of any contents included in the Platform for public or commercial means unless with the prior, express and written authorisation of Videona or, as the case may be, from the third party owner or rights holder of the same.

Access to and navigation through the Platform shall in no case be understood as a relinquishment, transmission, licence or total or partial transfer of any rights by Videona howsoever, unless otherwise expressly stated within the particular conditions which regulates the use, provision and/or contracting of the products or services, if any, provided through the Platform. Consequently, it is not permitted to delete, evade or manipulate any indicators of rights ownership (for example “copyright”, “©”, “trademark” or “™” indicators) or other identifying data, whether in favour of Videona or any other parties, and/or any technical protection mechanisms, fingerprints or whichever information or identification mechanisms may be contained in, or otherwise pertain to, any contents.

Any references to names and commercial or registered brands, logos or other distinctive marks, which are owned by Videona or by others, implicitly forbid their use without the authorisation from Videona or from the owner or the rights holder. At no time, unless otherwise expressly stated, the access or use of the Platform and/or its contents shall give the User any right whatsoever to the brands, logos and/or distinctive signs included in the Platform, each of which is protected by Law.

The non authorized use and exploitation of the Platform contents or any other conduct which may infringe any intellectual property rights, will lead to the legal responsibility as set out within the applicable regulation.

## **8. LINKS**

### **8.1 Links from the Platform to other apps or websites.**

Videona may offer direct or indirect links to other apps or websites which are outside of the Platform. The presence of these links in the Platform have a purely informative purpose only and at no time constitute an invitation to purchase the products and/or services offered on such websites. Furthermore, no such link implies the existence of a branch relationship with the entity owning the website to which the link is offered. In any such case, Videona will not be responsible for establishing general conditions to be taken into account in the use, provision or contracting of or for any such services or products and, therefore, Videona may not be held responsible in any way in relation with it.

Videona does not have the knowledge, human resources or technical means to control or approve the information, contents, products or services provided by or through other websites to which it offers a link from the Platform. Consequently, Videona will not take any responsibility for any matters relating to such third party websites linked with the Platform.

Notwithstanding the above, where Videona becomes aware that the activity or the information which it links to is illegal and will lead to a crime or damage the rights or property of third parties, it will act with the necessary diligence to delete or cease from using the corresponding link at the earliest opportunity.

Likewise, if Users become aware of the illegality of the activities carried out through any such third party websites, they will be under the obligation to communicate such matter to Videona at the earliest reasonable opportunity such that Videona may evaluate the same and act appropriately.

For the avoidance of doubt, if a “frame” is opened when accessing a certain web site, where the logo of Videona is shown, it will not imply that Videona is the owner of the referred web sites; the owner will be the entity referred as such within the web site.

## **8.2 Links from other web pages to the Platform.**

If any User, entity or webpage wishes to establish a link to the Platform of any nature, they must comply with the following conditions:

- (i) They will need to obtain previous, express and written authorisation from Videona or being authorised by any Videona specific conditions.
- (ii) On the website from which the link is established, unless with Videona’s express prior written approval, no declaration of any nature may be made to the effect that Videona has authorised the link. If the entity providing the link from its webpage to the Platform wishes to include on its own webpage any brand, denomination, commercial name, label, logo or any other sign which identifies Videona and/or the Platform, they must obtain previous, express and written authorisation from Videona.
- (iii) Videona forbids the link to the Platform from all those webpages which contain materials, information or contents which are illegal, degrading, obscene and, in general, which infringe upon morality, public order, current legislation, generally accepted social rules or which harm the legitimate rights of third parties.

## **9. PRIVACY**

When it is required the User’s register or the collection of personal data (in order to access services, subscribe to newsletters, carry out any registration process or request information, among others), the User will be alerted as to the need to provide his/her personal data.

In any event, the collection and processing of personal data will be carried out in compliance with the requirements of the applicable data protection regulations as well as the [Privacy Policy](#) which forms an integral part of this Legal Notice.

## **10. DURATION AND MODIFICATION**

Videona reserves the right to modify this Legal Notice and the particular terms and conditions which may have been established for the use and/or contracting of the products and services provided through the Platform, whenever it considers it appropriate and/or in order to adapt and comply with any changes in legislation and in technology which have become effective since the last publication of the same on the Platform.

The term of this Legal Notice coincides with the duration of its publication and exhibition in the Platform, until such time as it is totally or partially modified. At such moment, the modified terms and conditions will become binding.

## **11. COMMUNICATIONS**

The User must contact with Videona through the postal and/or email address provided on the Platform. Communications from Videona to the User must comply with the contact information provided by the User. The User therefore expressly accepts the use of the

email address provided as a valid means for the exchange of information between Videona and the User.

## **11. MISCELLANEOUS**

The Legal Notice includes the following documents:

- (i) Videona Guidelines
- (ii) Privacy Policy
- (iii) Particular Terms & Conditions

The headings of the different sections herein only have an informative nature and do not affect, qualify or modify the interpretation of this Legal Notice.

Where there is any discrepancy between the effects of this Legal Notice and the particular terms and conditions which may be established in relation to any specific products or services offered in the Platform, the latter will prevail.

If one of the provisions laid down in this Legal Notice is considered void or as not being totally or partially binding by a Court of Law or by a recognised Administrative body, such nullity will not affect the other provisions contained in this Legal Notice nor any other provisions which have been established.

Where Videona does not exercise any of the rights contained in this Legal Notice, such event will not constitute a relinquishment of this right, unless expressly stated in writing.

## **13. GOVERNING LAW AND JURISDICTION.**

This Legal Notice, and any relationship arising out of its acceptance or related hereto, shall be governed exclusively by the laws of Spain.

The courts located in the city of Madrid (Spain) shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Legal Notice and/or any relationship arising out of its acceptance. Each party hereby irrevocably consents to the exclusive jurisdiction of such courts.

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